

EXHIBIT 3

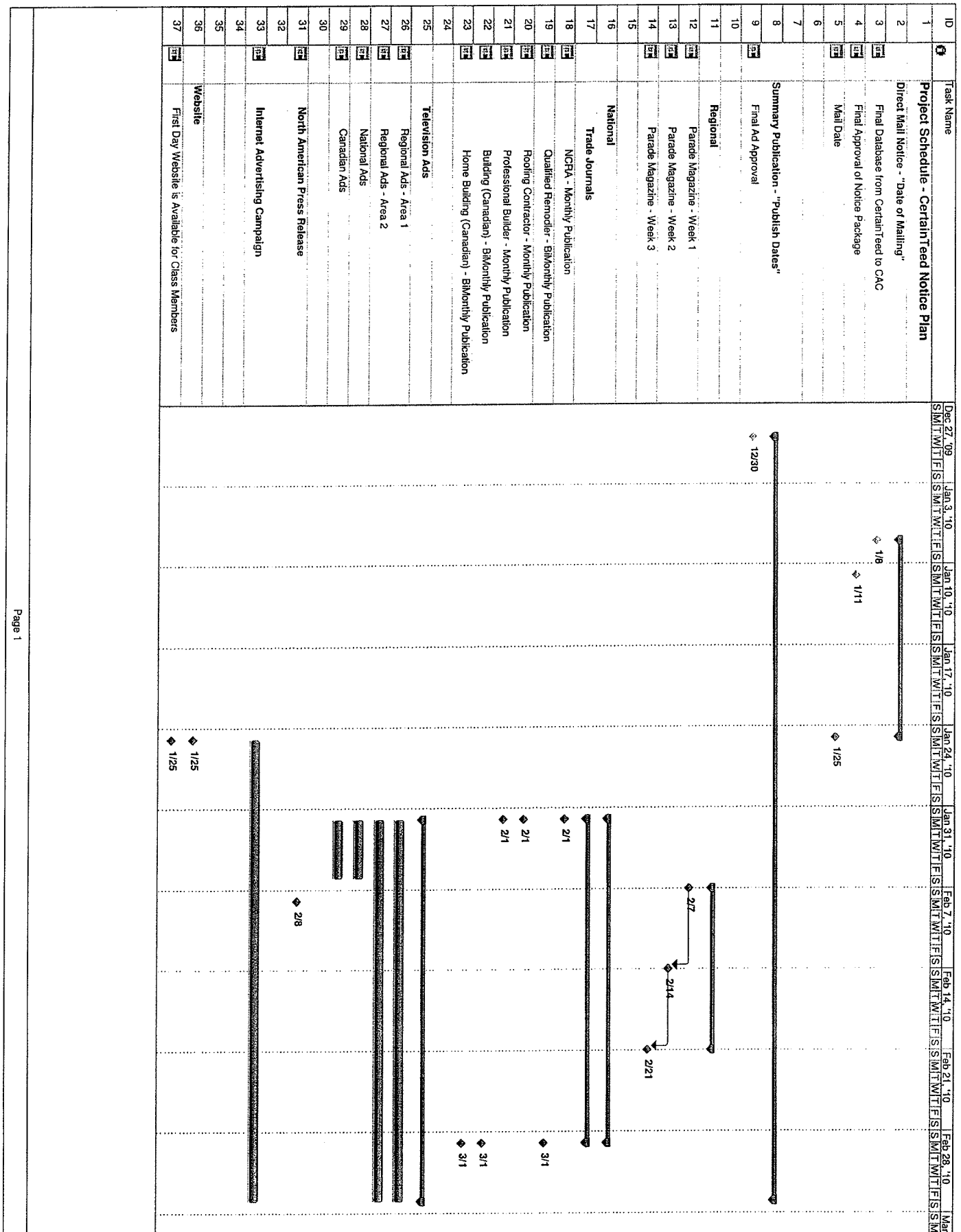


EXHIBIT H

LONG FORM NOTICE with STANDARD CLAIM FORM
FOR CLASS MEMBERS TO WHOM CERTAINTEED HAS NEVER OFFERED A WARRANTY CLAIM PAYMENT

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NOTICE OF SETTLEMENT

For Qualifying Owners of Property on Which Certain Organic Asphalt Shingles

Manufactured by CertainTeed Corporation Are or Have Been Installed

You Could Get A Payment From A Class Action Settlement.

A U.S. federal court authorized this notice. It is not from a lawyer. You are not being sued.

- This Settlement resolves a lawsuit over whether or not Organic Roofing Shingles manufactured by the Defendant, CertainTeed Corporation, from July 1, 1987 through 2005 are defective and failed to perform as promised when installed on buildings located in the United States and Canada.
- The Settlement will provide cash payments to qualifying people in the United States and Canada to provide compensation in instances where the Organic Shingles show premature deterioration that is likely caused by a product defect.
- You must file a claim form and fit the definition of an Eligible Claimant in order to receive a cash payment.
- *If you have Organic Shingles on your roof, your legal rights will be affected whether you act or don't act. Please read this Notice carefully.*

| YOUR LEGAL RIGHTS AND CHOICES | | DUE DATE |
|-------------------------------|--|-------------------------------------|
| EXCLUDE YOURSELF | You get no payment. This is the only choice that will allow you to sue CertainTeed on your own about the claims discussed in this Notice. | [To be set by Court] |
| OBJECT | If you do not exclude yourself, you can write to the Court about why you don't like the Settlement | [To be set by Court] |
| APPEAR AT A HEARING | If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement. | [To be set by Court] |
| SEND IN A CLAIM FORM | If your shingles appear to be damaged prior to the expiration of their warranty period, send in a Claim Form. Deadlines vary according to your individual situation. You will not receive a payment if you do not submit a Claim Form. | See Questions 11-20 in this Notice. |
| DO NOTHING | You are bound by the terms of the Settlement and give up your right to sue CertainTeed on these claims later. You will receive no payment if you fail to file a Claim Form by the deadline that applies to you. | |

These rights and options—and the deadlines for each—are explained in this Notice.

The Court in charge of this case has not yet decided whether or not to approve the Settlement. Cash payments cannot be made until after the Court approves the Settlement and after any possible appeals are resolved.

BASIC INFORMATION

In December 2009, CertainTeed Corporation and representatives of owners of buildings on which certain CertainTeed Organic Shingles had been installed reached a proposed class action settlement. CertainTeed no longer manufactures these shingles; all shingles it has sold after 2005 are fiberglass shingles and are not at issue in this suit. The settlement is intended to resolve disputes between the parties about the performance of the shingles. This proposed class action settlement covers the entire United States and Canada.

1. What shingles are the subject of this law suit?

The shingles that are the subject of this lawsuit (called Organic Shingles throughout this Notice) are organic asphalt shingles manufactured from July 1, 1987 through 2005 under the brand names Hallmark Shingle, Independence Shingle, Horizon Shingle, Custom Sealdon, Custom Sealdon 30, Sealdon 20, Sealdon 25, Hearthstead, Solid Slab, Master Slab, Custom Saf-T-Lok, Saf-T-Lok, and Custom Lok 25. However, not all shingles marketed with these brand names were Organic Shingles. The Horizon, Independence, Hallmark, and Hearthstead brands were marketed in both organic and fiberglass formulations. If your shingles are fiberglass, they are not part of this law suit.

CertainTeed's sales records indicate that over 90% of CertainTeed's Organic Shingles were sold in Iowa, Illinois, Michigan, Minnesota, North Dakota, Nebraska, South Dakota, and Wisconsin. Therefore, if you live in the U.S. but do not live in one of those states, it is less likely that your shingles are the ones addressed in this law suit. There were few Canadian sales, and shingles that were sold in Canada were sold in the Burlington, Kitchener, Thunder Bay, Toronto, Pickering, and Windsor regions of Ontario and in Winnipeg, Manitoba. If you live elsewhere in Canada, it is less likely your shingles are Organic Shingles.

2. Why did I get this Notice package?

The Court directed this Notice package to you because you may own a home or other property on which the Organic Shingles are or were installed. If so, you are likely to be a member of the proposed class. If you are a member of the proposed class, the proposed Settlement will affect your rights. You have choices to make before the Court decides whether or not to approve the Settlement.

This Notice package explains:

- What a class action lawsuit is.
- What this class action lawsuit is about.
- What your legal rights are.
- What the Settlement involves.
- What the benefits are and who is eligible to get them.
- How to apply for the benefits.

A separate Notice package is available for people who have submitted a warranty claim for the Organic Shingles on their buildings for which CertainTeed has offered a warranty claim payment, whether they accepted the payment and settled the claim or not. It has an Abbreviated Claim Form, which has been shortened so that people who have already submitted much of the information required to process a claim need not do so again. If you are in this group of people, you can get the Abbreviated Claim Form from the website, www.CertainTeedShingleSettlement.com, or by calling the Claims Administrator at 1-888- 898-

4111.

3. What is a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue one or more Defendants on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members.” One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class.

4. What is this class action about?

The Representative Plaintiffs allege that the Organic Shingles are subject to premature failure and otherwise do not perform in accordance with the reasonable expectations of users. CertainTeed denies these allegations and asserts that the vast majority of the shingles are free of any defect and will last throughout the warranty period. The proposed Settlement is intended to resolve this dispute. The Court has not decided in favor of either the Class or CertainTeed. The Court’s role in the Settlement is to make sure it is a proper settlement that is fair, reasonable, and adequate for all class members.

The Court in charge of this lawsuit is the United States District Court for the Eastern District of Pennsylvania. The name of the lawsuit is *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817. The judge is the Honorable Louis H. Pollak.

5. Why is the class action being settled?

Rather than proceeding to litigate through a jury trial, both sides in the lawsuit have agreed to a Settlement. That way, everyone avoids the cost and risk of a trial, and the members of the Class will be eligible to file a claim form to get compensation greater than the original warranty provided if their shingles are defective.

WHO IS IN THE SETTLEMENT

6. How do I know if I’m part of the Settlement?

To see if you can get money from this Settlement, you first have to know if you are a Class Member. You are a Class Member if:

- As of December 15, 2009, you were the owner of a home or other building in the United States or Canada, on which Organic Shingles were or had been installed
OR
- You owned such a building prior to December 15, 2009, but sold or transferred the building and at the time of the sale or transfer retained the right to make a claim for the shingles pursuant to a valid documented assignment;
OR:
- You have settled a warranty claim with CertainTeed regarding Organic Shingles between August 1, 2006, and the Effective Date of this Agreement.

If you are a Class Member, you only qualify for a payment if you are an Eligible Claimant. Briefly, this means that your shingles are Damaged pursuant to the criteria set forth in the Settlement Agreement AND available evidence shows that the damaged condition was caused by a product defect rather than improper

installation or other causes that are not the fault of CertainTeed.

7. Are there exceptions to being included in the Settlement?

You are not a Class Member even if the Organic Shingles covered in the Settlement were installed on your building if:

- You exclude yourself from this Settlement.
- You previously filed a claim concerning your CertainTeed Organic Shingles in any court of law, and the claim was resolved with a final judgment, whether or not that judgment was favorable to you;
- You are or were a builder, developer, contractor, manufacturer, wholesaler, or retailer of real estate or real property (except as to personal residences or commercial property that you own or owned).
- You are a company that owns or is owned by CertainTeed, you are CertainTeed or its successor, or you are an agent of CertainTeed.
- You are the Judge in this lawsuit, or a member of the Judge's immediate family.

8. How do I know if I have the Organic Shingles described in Question 1 that are the subject of this lawsuit?

There are several ways to find out if you have Organic Shingles:

- *Check your purchase or repair documents.* You may have receipts, warranties, bills of sales, or brochures from when you purchased or repaired your shingles. These documents may say that CertainTeed Organic Shingles were installed on your property.
- *The contractor or company that installed or repaired your shingles may know* whether or not Organic Shingles were installed.
- *See if you still have packaging material for the shingles.* The roofer may have left a package of leftover shingles in your garage or basement and you may be able to identify them from the packaging.
- *Ask a roofer.* An experienced roofer may be able to tell by looking at your roof whether you may have Organic Shingles.
- *Have a roofing professional remove a shingle* from your roof and send it in to CertainTeed for identification. CertainTeed will reimburse you up to US\$50.00 for the expenses you incur, but only if the shingles are determined to have been manufactured by CertainTeed.
- *Go to the website,* www.CertainTeedShingleSettlement.com. The Settlement website includes further information and pictures of Organic Shingles to help you identify them.

9. Do I qualify for a payment just because I have Organic Shingles on my building?

No. To qualify for a payment, you must meet three more criteria:

- The shingles about which you are filing your claim must meet the definition of Damage as set forth in the Settlement Agreement. Shingles that show blistering, clawing, cracking, curling,

cold weather curling, fishmouthing, or spalling as defined in the Settlement Agreement are Damaged.

- The Damage must occur prior to the end of the shingles' warranty period (see answer to Question 17 below).
- The Damage must be caused by a product defect, not by circumstances beyond CertainTeed's control such as improper installation or maintenance.

THE SETTLEMENT BENEFITS - WHAT YOU GET

10. How does the Settlement work?

This is a claims made settlement. That means that each valid claim will be paid in accordance with the formulas set forth in the Settlement Agreement. The amount paid per claimant is fixed as specified in the Settlement Agreement regardless of how many or how few claims are actually filed. Also, the amount paid per claimant depends upon a number of factors such as (1) whether the claimant originally purchased the shingles; (2) the terms of the warranty; (3) how many damaged shingles are on the roof; (4) how long the shingles have been on the roof; (5) whether the shingles are damaged as defined in the Settlement Agreement; (6) whether the damage was due to a manufacturing defect or was caused by circumstances outside of CertainTeed's control; and (7) whether the claimant has already settled the warranty claim under CertainTeed's standard warranty.

Information about the amounts of payment is supplied in answer to Questions 11 through 14 below. When you read the answers to those questions, keep in mind:

- All the payment formulas use the term "square," which simply means 100 square feet of roofing shingles.
- Payments are "prorated" as specified in each payment formula depending on the length of the shingle warranty. "Prorated" means that the payment will be reduced proportionally to account for the years of use you have already received from your shingles. For example, if you were to submit a Claim concerning shingles warranted for 30 years (360 months) exactly 12 years after they were installed, you would have used the Shingles for 144 months, and 216 months would remain on the original warranty. Your payment would be calculated by multiplying the non-prorated compensation amount by 60%, which is the percentage of the warranty that remains (216/360).

The Settlement replaces and supplements benefits you received under the original warranty, although if you have SureStart or SureStart Plus Protection, you may still make a claim under those provisions of your warranty.

In addition, if you participate in the Settlement, you can still file any claims for compensatory damages that you may have for harm to any interior part of your building below the roof deck or any personal injury claims that you believe were caused by premature deterioration of the Organic Shingles. However, you would not be able to file claims for attorneys' fees, penalties, punitive damages, or any other damages in excess of compensatory damages, which you otherwise could have made in connection with those claims.

Remember, this Notice is only a summary of important features. The Settlement Agreement, available on the website, www.CertainTeedShingleSettlement.com, contains all the details about the Settlement.

11. If I am the original purchaser of the Organic Shingles, or if the warranty for my shingles covers me even though I bought the building with the shingles already installed. . .

(a) when should I submit my claim?

Check the warranty length for your shingles. You can submit your claim any time up till the end of the original warranty period that applies to you, and you will receive the enhanced compensation provided in the Settlement Agreement.

(b) how much will I be paid if, after all of the factors under the Settlement Agreement are applied, my claim is found to be valid?

- if the Claim is postmarked or otherwise received by CertainTeed within 10 years of the installation of the Organic Shingles: US\$40 per square (not pro-rated), **plus** US\$34 per square, prorated from date of installation to account for the years of actual use compared to the warranty length.
- if the Claim is postmarked or otherwise received by CertainTeed more than 10 years after installation of the Organic Shingles (but prior to the expiration of the applicable warranty period): US\$74 per square, prorated to account for years of actual use compared to warranty length.

12. If I bought the building with the Organic Shingles already installed. . .

(a) when should I submit my claim?

First, check to see if the warranty for the Organic Shingles covers you. If so, you can submit your claim any time allowed under the warranty as set forth under Question 17 below. If you are not covered by the warranty, your claim form must be postmarked or otherwise received by CertainTeed within 12 months after the Settlement Effective Date (see Question 16 below).

(b) if I am not covered by the Warranty, how much will I be paid if, after all of the factors under the Settlement Agreement are applied, my claim is found to be valid?

You will receive compensation of US\$34 per square for replacement shingles, labor, and other materials, prorated from the date of installation.

13. If I sold or transferred a building with Organic Shingles, but at that time I retained the right to make a claim for the shingles with a valid documented assignment . . .

(a) when should I submit my claim?

Your Claims Package must be postmarked or otherwise received by CertainTeed no later than 90 days after the later of the Effective Date of the Settlement Agreement (see Question 16 below) or the settlement on the sale of the property.

- (b) how much will I be paid if, after all of the factors under the Settlement Agreement are applied, my claim is found to be valid?

Your claim will be paid just the same as if you were still the building owner; see Questions 11 and 12 above.

14. If I have already settled a warranty claim for Organic Shingles with CertainTeed. . .

- (a) may I receive any additional payment under the Settlement?

You can receive a payment if you settled your warranty claim on or after August 1, 2006. You must file an Abbreviated Claim Form within 12 months of the Settlement Effective Date (see Question 16 below). If you settled a warranty claim for Organic Shingles prior to August 1, 2006, you have no claim under this Settlement Agreement

- (b) how much will I be paid?

You will receive 20% of the difference between the amount you received on the warranty claim and any greater amount that you would have received had you been a claimant under the Settlement Agreement.

15. What if I submitted a warranty claim for Organic Shingles to CertainTeed, but never settled the claim with CertainTeed?

If CertainTeed offered you a settlement but you did not accept it, you may use the Abbreviated Claim Form discussed in Question 2 above. If you submitted a warranty claim and CertainTeed did not offer to settle, you must fill out the Standard Claim Form attached to this Notice. Your claim will be reconsidered, but you still have to meet all of the criteria in the Settlement, such as whether you have Organic Shingles, whether they are Damaged under the definition in the Settlement Agreement, and whether they are still in their warranty period.

16. When is the Settlement Effective Date?

For information about the Settlement Effective Date, check the website, www.CertainTeedShingleSettlement.com. The Settlement Effective Date will be 30 days from the Court's Order giving final approval to the Settlement if there are no appeals, but if there are appeals the date will be later. When the date becomes known, it will be posted on the website.

17. How long is the warranty for my shingles?

Check the warranty length of your shingles in the chart below:

| CertainTeed Limited Warranties on Organic Shingles (1987 - 2005) | |
|---|--|
| Shingle | Length of Limited Warranty |
| Custom Lok 25 | 25 Years (1993 - 2005) |
| Custom Saf-T-Lok/ Saf-T-Lok | 20 Years (1987 - 1992) |
| Custom Sealdon | 25 Years (1991 - 1994) |
| Custom Sealdon 30 | 30 Years (1995 - 2004) |
| Hallmark Shingle | 30 Years (1987 - 2003) |
| Hearthstead | 25 Years (1987 - 2005) |
| Horizon Shingle | 25 Years (1987 - 1996) |
| Independence Shingle | 30 Years (1987 - 1996) |
| Master Slab | 20 Years (1987); 25 Years (1988 - 1995) |
| Sealdon 20 | 20 Years (1987 - 1994) |
| Sealdon 25 | 25 Years (1995 - 2005) |
| Solid Slab | 20 Years (1987 - 1995); 25 Years (1996 - 1999) |

18. How can I tell if I am covered under the warranty for my Organic Shingles?

If you purchased the shingles yourself, bought the building as new construction, or contracted with a roofer to install the shingles, you are covered by the warranty. If you bought the building from a previous owner with the shingles already installed, whether you are covered by the warranty depends on the transferability provisions of the applicable warranty – that is, the warranty for the type of shingles on the building issued during the year the shingles were installed. The warranties, including their respective transferability provisions, are available on the website, www.CertainTeedShingleSettlement.com. If you are still unsure whether you are covered, call 1-888- 898-4111 for assistance.

19. Should I submit a claim form if I know I am a class member, but my shingles appear to be fine?

Do not submit a claim form if your shingles have not deteriorated. The settlement provides for claims to be paid only if the shingles meet the criteria for a defective shingle that are set forth in the Settlement Agreement.

20. Should I submit a claim form if I know I am a class member and my shingles appear to have deteriorated, but the shingles have been on the house longer than the warranty period?

Do not submit a claim form if your shingles have been on the building throughout the warranty period. In this case, you have no claim.

21. What happens if the Settlement is not approved by the Court?

If the Settlement is not approved at the Final Approval Hearing, then the Settlement will terminate and all Class members and Parties will be restored to the positions in which they were before the Settlement Agreement was signed.

HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

22. How can I get a payment?

To qualify for a payment, you must fill out the appropriate Claim Form demonstrating the damage to your shingles, and attach all of the documentation it requests. Use the Standard Claim Form attached to this Notice unless you are eligible to use the Abbreviated Claim Form as described in Question 2 above.

You can obtain a copy of either Claim Form by:

- calling this toll-free number: 1-888- 898-4111
- visiting the website, www.CertainTeedShingleSettlement.com
- writing to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761.

23. When will I get my payment?

On _____, ___, 20___, the Court will hold a hearing to decide whether or not to approve the Settlement. If the Court approves the Settlement, CertainTeed will begin reviewing each Claim Form submitted. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals of the Court's order approving the Settlement, and payments can't be made unless appeals are finished and the Court's Order is upheld. Because of this, there could be a delay before the first claims are reviewed and paid. The claims will generally be reviewed and paid on a first-come, first-served basis.

24. What if CertainTeed denies my claim?

If you believe CertainTeed wrongly denied your claim, you can appeal to an Independent Claims Administrator.

YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT

25. What if I don't want to be part of the Settlement or the Class?

You do not have to take part in the Settlement or be a Member of the Class. You can do what is called "excluding" yourself or "opting out." If you exclude yourself, you cannot get a payment and you cannot object to the Settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit about the shingles that you may have.

26. How do I exclude myself from the Settlement?

To exclude yourself, you must send written notice of your decision to request exclusion via first class mail to Class Counsel at any ONE of the following addresses:

AUDET & PARTNERS, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

CUNEO GILBERT & LADUCA, LLP
Charles LaDuca, Esquire
507 C Street NE
Washington, D.C. 20002

OR

LOCKRIDGE GRINDAL NAUEN P.L.L.P
Robert K. Shelquist, Esquire
Suite 2200
100 Washington Avenue South
Minneapolis, Minnesota 55401

Your request for exclusion should include the caption of this case, *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817, and must:

- be signed by you *and* your attorney, if you have one;
- state the address of the property or properties that you wish to exclude from the Settlement;
- specify the number of units of residential property or other structures at each address that you believe may contain Organic Shingles.

Deadline for Exclusion: Your request for exclusion from the Settlement must be postmarked or personally delivered by _____, __, 2010.

If you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU PROPERLY FILE A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION ON MATTERS RESOLVED IN THIS SETTLEMENT.

THIS IS TRUE:

- even if you have objected to the settlement
- even if you are actively litigating a pending lawsuit regarding the shingles
- even if you sent in an exclusion request but sent it to an incorrect location

27. If I exclude myself, can I get money from the Settlement or tell the Court that I don't think the Settlement is fair?

No. If you exclude yourself, you cannot get any money from the Settlement, and you cannot tell the Court that you don't like the Settlement (which is called "objecting"). If you exclude yourself, you are no longer

part of the Class or the Settlement. But you can sue or be part of a different lawsuit against CertainTeed about the claims in this case.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

28. How do I tell the Court if I don't like the Settlement?

If you're a Class Member and don't exclude yourself, you can object to the Settlement. This means you can tell the Court you don't like the Settlement or some part of it. For example, you can say you don't think the Settlement is fair or adequate or that you object to the amount of the attorneys' fees, costs, or expenses. The Court will consider your views but may approve the Settlement anyway.

To object, you or your lawyer must prepare a letter that contains all of the following:

- The name and title of the lawsuit, *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation, MDL Docket No. 1817*.
- A written statement of objections clearly specifying the grounds or reasons for each objection.
- A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Final Approval Hearing; and
- Your signature *and* that of your attorney, if you have one.

Your objection letter must be sent to the Court, Class Counsel, and CertainTeed at the addresses below, and postmarked or received **no later than** _____, ____, 2010.

The Court: Clerk of the Court
United States District Court for the Eastern District of Pennsylvania
Byrne Federal Courthouse
601 Market Street
Philadelphia, PA 19106-1797.

Class Counsel: AUDET & PARTNERS, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

CUNEO GILBERT & LADUCA, LLP
Charles LaDuca, Esquire
507 C Street NE
Washington, D.C. 20002

OR

LOCKRIDGE GRINDAL NAUEN P.L.L.P
Robert K. Shelquist, Esquire
Suite 2200
100 Washington Avenue South
Minneapolis, Minnesota 55401

CertainTeed Corporation: Lawrence T. Hoyle, Jr.
Hoyle, Fickler, Herschel & Mathes LLP
Suite 1500, One South Broad Street
Philadelphia, PA 19107

29. What's the difference between objecting and excluding myself?

Objecting is the way to tell the Court what you don't like about the Settlement. You can object only if you stay in the Class and the Settlement.

Excluding yourself is the way to tell the Court that you don't want to be a part of the Class and the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself, you can't object because the Settlement doesn't affect you any more.

IF YOU DO NOTHING

30. What happens if I do nothing at all?

If you have Organic Shingles on your building, all decisions made by the Court in this lawsuit or about the Settlement will apply to you. If the Court approves the Settlement, you will have released CertainTeed from any further claims against it about the issues settled in this lawsuit, and you can't ever sue CertainTeed again about these issues. This is true even if you do not send in a Claim Form for a payment.

However, you will retain the right to make a claim under the Settlement Agreement until your warranty expires, which may be as long as 25 years from now.

THE LAWYERS REPRESENTING YOU

31. Do I have a lawyer in this lawsuit?

The Court has designated the following lawyers to represent you and all Class Members. Together, these lawyers are called Lead Class Counsel. *You will not be charged for these lawyers.* The names and addresses of Lead Class Counsel are as follows:

Charles J. LaDuca
Cuneo Gilbert & LaDuca, LLP
507 C Street, NE
Washington, DC 20002

Michael McShane
Audet and Partners LLP
221 Main Street
Suite 1460
San Francisco, CA 94105

Robert K. Shelquist
Lockridge, Grindal Nauen, P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401

Liaison Counsel for the Class is::

Arnold Levin
Charles E. Schaffer
Levin, Fishbein, Sedran & Berman, P.C.
510 Walnut Street, Suite 600
Philadelphia, PA 19103

32. How will the lawyers be paid?

The lawyers who represent the Class will ask the Court for reimbursement of their out of pocket expenses and an award of attorneys' fees based on their work in this litigation. The amount of attorneys' fees to be awarded will be determined solely by the Court. The amount of the award will in large part be based on the amount of time spent by the lawyers litigating this case since early 2006. The amount of expenses and fees awarded by the Court will not decrease or in any manner limit the amount of money class members will receive under the Settlement. A Motion for attorneys' fees, expenses, and costs shall be submitted to the Court no later than ____, 2010. The Court must approve any requests for fees, expenses, and costs.

33. Will the Class Representatives who have worked with the lawyers receive any extra payment?

Yes. To compensate them for work in this litigation, each Named Plaintiff in each of the actions covered by the Settlement (including cases consolidated in Multi-District Litigation, a roofing shingle action brought in Pennsylvania, and an action brought in Canada) will be paid an incentive payment provided the shingles that were the subject of their complaint were Organic Shingles. If the class representative was deposed, he or she will receive an incentive payment of US\$10,000; if he or she was not deposed, the incentive payment will be US\$5,000. CertainTeed will not be required to make more than one such incentive payment to any individual regardless of the number of his or her properties subject to this Settlement.

THE COURT'S FINAL APPROVAL HEARING

34. When and where will the Court decide whether or not to approve the Settlement?

The District Court will hold a Final Approval Hearing at 10:00 a.m. on _____, 2010. At this hearing, the Court will consider whether or not the Settlement is fair and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the Settlement.

The Hearing will be held at: United States District Court for the Eastern District of Pennsylvania, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.

35. Do I have to come to the Hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

36. Can I have my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Notice of Appearance and any written objections you may have are postmarked or received by the Court, CertainTeed, and Class Counsel by ___, 2010. If you do this, however, the cost of having your lawyer appear will be at your own expense.

GETTING MORE INFORMATION

37. Are more details about the Settlement and my rights under the Settlement available?

This Notice summarizes the Settlement and your rights under the Settlement. It cannot tell you every right to which you may be entitled. To obtain further information or advice about your legal rights, you may contact Class Counsel or consult a lawyer at your own expense.

More details about the terms of the settlement are set forth in the Settlement Agreement. If you have

questions or want to know more about the settlement, you can call the Claims Administrator toll-free, at 1-888- 898-4111, or write to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761. You can also check the website, www.CertainTeedShingleSettlement.com. The website has a copy of the complete Settlement Agreement and other important documents and will be maintained to provide answers to frequently asked questions.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.

EXHIBIT B

CERTAINTEED ORGANIC SHINGLES
CLASS ACTION SETTLEMENT
STANDARD CLAIM FORM

INSTRUCTIONS

How to determine whether this Standard Claim Form is the right form for your claim.

- You should submit this claim form if you believe that your CertainTeed Organic Shingles (“Organic Shingles”) meet the criteria for Damaged Shingles set forth in the Settlement Agreement. The Settlement Agreement, including the criteria for determining eligibility for payment, can be found on the website, www.CertainTeedShingleSettlement.com. To find out if your Organic Shingles meet the criteria for defective shingles and for more information about whether you are eligible to file a claim, see the attached Notice or visit the website and access the “Claim Eligibility” tab, or call CertainTeed at 1-888-898-4111.
- If you have already submitted a warranty claim to CertainTeed for the Organic Shingles and CertainTeed has offered you a warranty claim payment **you do not need to submit this Claim Form**; you need only submit an Abbreviated Claim Form. You can obtain an Abbreviated Claim Form by visiting www.CertainTeedShingleSettlement.com or calling 1-888- 898-4111.

How to determine the due date for your Claim Form.

The due dates for Claim Forms vary and range from 90 days to 25 years after the Settlement Effective date. To find out the due date for your Claim Form, see the attached Notice or visit www.CertainTeedShingleSettlement.com and access the “Claims Deadline” tab, or call CertainTeed at 1-888- 898-4111. Claim Forms postmarked (or if not mailed, received) after the applicable claims deadline cannot be processed under the terms of the Settlement. A Claim Form received by the Claims Administrator will be deemed to have been submitted when posted, if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with these instructions. In all other cases, a Claim Form will be deemed to have been submitted when actually received by the Claims Administrator.

How to complete this Claim Form.

1. All questions *must* be answered. Please type or print your responses in ink. Use “N/A” when the question does not apply. You must respond to any request for additional information; if you fail to respond, your claim may not be processed, and you will forfeit important rights. The more complete the Claim Form, the more quickly your claim can be processed.

2. Please keep a personal copy of the Claim Form and all enclosures. **Do not submit**

your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this claim should be clear, legible, and complete.

3. To support your claim as requested in this form, please submit as many color photographs as necessary. Due to computer security reasons, submissions may not be accepted via email. Paper copies must be photo-quality color pictures; do not submit black-and-white photocopies. Photographs may also be submitted on CD or DVD labeled with your claim number.

4. Place the completed CertainTeed Organic Shingles Class Action Settlement Standard Claim Form, and all the photographs and other supporting documentation, together in an envelope so they do not become damaged or lost. Then place both the envelope and shingle sample together in one (1) box, seal and send the box to the following address:

CertainTeed Organic Claims Settlement Administrator
1400 Union Meeting Road
Blue Bell, PA 19422-0761

Further instructions for creating and shipping a box containing a shingle sample are provided in an instruction sheet included at the end of this form. Failure to provide any of the items listed above will delay the processing of your claim. If you have a question or need to contact the Claims Administrator, email claimsadministrator@CertainTeedShingleSettlement.com, call 1-888-898-4111, or write to the address above.

Please notify the Claims Administrator of any change of address that occurs after you submit your claim.

What to expect after you submit your Claim Form.

1. No acknowledgement will be made of the receipt of a Claim Form. If you wish to be assured that your Claim Form and documentation was delivered, please use a shipping method that provides delivery certification. You should be aware that it will take time to process fully all of the claims and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and evaluate each Claim Form.

2. The Claims Administrator will evaluate all of the information and documentation that you submit in order to determine your eligibility for benefits under the Settlement Agreement. The Claims Administrator will contact you to request additional information if the information you provided is insufficient to process your claim.

Please be assured that we are committed to processing your claim in a fair and timely manner. For additional information about the Settlement and the specific warranty under which your shingles are covered, please visit www.CertainTeedShingleSettlement.com.

OWNERSHIP:

When did you acquire the property? _____ / _____
(month/year)

Do you currently own the Property? _____ Yes _____ No

If you now own the Property, you must provide the following proof of ownership:

1. _____ A copy of the property deed or dated property tax record showing that you are the owner of the Property; *and*
2. Any *one* of the following documents:
 - _____ a copy of the current Mortgage Statement;
 - _____ a copy of the current home insurance statement;
 - _____ a copy of a current utility bill; or
 - _____ a copy of the property deed (if not supplied for #1 above).

Enclosures Required: Check off and enclose checked documents for proof of ownership. The document must name all owners and provide the address of the Property; a mailing address is not sufficient. Please do not send originals.

For manufactured homes a copy of the current registration or property title may be provided instead of the property deed.

If you do not now own the Property:

When did you sell the property? _____ / _____
(month/year)

To whom did you sell the property? _____

Who owns the property now? _____

Has there been an assignment of the claims relating to the Shingles? _____ Yes _____ No

If yes, you must provide proof of the assignment with this claim form.

PROPERTY TYPE:

What type of property were or are the Organic Shingles installed on:

_____ Single-family residence _____ Apartment Building _____ Commercial

_____ Condominium _____ Duplex _____ Other/Describe _____

When was the building built? : _____

List the name of the development, neighborhood, or subdivision where the property is located: _____

Check Appropriate Boxes:

Type of Deck: ☐ Plywood or OSB ☐ Wood Planks (width :1 X ____) ☐ Other Type: _____
 Roof Over or: ☐ Complete Tear Off ☐ Over Asphalt Shingles ☐ Over Wood Shingles ☐ New _____
 Ventilation: ☐ Ridge Vents ☐ Eave Vents ☐ Gable Vents ☐ Roof Vents

☐Roof Turbines ☐Power Vents ☐Other Type Vents: _____

OTHER CLAIMS

Did you or any prior owner ever make a warranty claim to CertainTeed regarding the shingles, before making this claim? _____

Yes _____ No _____

If yes, provide your warranty claim number: # _____

When was the claim made? _____ / _____
(month/year)

Have you *signed* a release with CertainTeed regarding your current claim? _____
Yes _____ No _____

Was the property the subject of an insurance claim regarding the shingles? _____
Yes _____ No _____

If yes, provide the insurance claim number: # _____

When was the claim made? _____ / _____
(month/year)

To whom was the claim made? _____

How much money was received? _____

III. INSTALLATION, CONDITION, AND IDENTIFICATION OF ORGANIC SHINGLES

INSTALLATION:

What type of CertainTeed Organic Shingles are installed on your building? _____

When were the Shingles installed?: _____ / _____
(month/year)

Indicate whether the Shingles were installed during original construction of the structure or later, by checking one of the following:

____ Installed when structure was originally built

____ Installed later

Provide the name and address of the builder or roofing contractor who installed the shingles.

Name: _____

Address: _____
Street Address

City _____

State _____

Zip Code _____

AMOUNT OF SHINGLES INSTALLED ON PROPERTY

Total square feet of roof _____

Total square feet of Organic Shingles on the property _____

Total square feet of Organic Shingles that are damaged _____

The total square feet of each structure on the property _____

Measurement of the footprint of the property _____

The number of stories the property has _____

The pitch of the roof(s) _____. Note: The pitch of the roof refers to the slope of the roof. A roof's pitch is calculated by the number of inches it rises vertically for every 12 inches it extends horizontally. So a roof that rises 6 inches vertically for every 12 inches horizontally has a 6/12 pitch.

CONDITION OF THE SHINGLES

Describe your specific concern with the CertainTeed Organic Shingles and specify the areas of the roof where those concerns are manifested:

REPAIR/ REPLACEMENT HISTORY

Have you repaired or replaced your shingles? _____
Yes No

Describe repairs that were made:

THE SHINGLE SAMPLE

IMPORTANT: Providing a shingle sample is the most expeditious and sometimes the only means by which your claim can be processed and compensation paid. A sample shingle from your roof is the best evidence that the shingles on your roof are CertainTeed Organic Shingles and of the current condition of your shingles. Therefore, providing a shingle sample will help speed review of your claim and help you avoid follow up questions and delays during the claims process. CertainTeed will reimburse you up to \$50.00 for the expense of having a roofing professional remove and replace the shingle necessary to make a claim, provided that the shingle, upon inspection and testing, is determined to have been manufactured by CertainTeed. Please submit an invoice at the time the sample is sent to the Claims Administrator. In the event that the sample is proven not to be a product manufactured by CertainTeed, you will not be reimbursed the \$50.

IF YOU ARE ABLE TO SUBMIT A SHINGLE SAMPLE, PLEASE FILL OUT PART ID-A OF THIS FORM. IF YOU ARE UNABLE TO SUBMIT A SHINGLE SAMPLE, SKIP TO PART ID-B BELOW.

PART ID-A

If you are able to submit a shingle sample, please:

- Carefully remove a **full shingle** from the roof of the property, which clearly demonstrates the condition of the shingles. Shingles of the same or similar design must be installed immediately to replace the removed sample in order to prevent serious leakage.
- Label your shingle sample with the assigned Claim number, Claimant name, and Claimant address.
- Pack and ship the shingle as directed in the shingle sample removal instructions included in this packet. The shingle sample must be shipped FLAT to insure proper evaluation. All shingle samples submitted become the property of CertainTeed Corporation and are not returnable.

☐ I am submitting a full shingle sample in support of my claim as directed in the instructions above. I certify that this shingle was installed on the structure with respect to which I am making my claim. (Please check box to verify the truth of this statement).

If you are able to provide a shingle sample, you need only submit additional credible evidence (a) of the quantity of shingles; (c) the date of installation; and (d) that other shingles on the roof also meet the criteria for Damaged Shingles under the Settlement Agreement.

PART ID-B

If you are unable to provide a shingle sample, you still must provide credible evidence (a) that the shingles that are the subject of the claim are CertainTeed Organic shingles; (b) of the quantity of shingles; (c) of the date of installation; and (d) that the shingles meet the criteria for Damaged Shingles under the Settlement Agreement. CertainTeed reserves the right to require a shingle sample if it determines that the alternative evidence that you supply does not adequately demonstrate that CertainTeed Organic Shingles were installed on your roof, the quantity of shingles, the date of installation, and that the shingles meet the criteria for Damaged Shingles under the Settlement Agreement.

☐ I am unable to provide a shingle sample but nevertheless I believe I have sufficient documentation to substantiate my claim. I am enclosing a separate sheet of paper that explains in detail why I am unable to provide the sample, and how the documentation that I am submitting provides substantiation for the criteria noted in (a) through (d) in the preceding paragraph. (Please check box to verify the truth of this statement).

OTHER DOCUMENTATION

IMPORTANT: *Each submitted document must be labeled with the assigned Claim Number and Claimant Name. Photographs must also be labeled to identify the plane or area of the roof shown.*

PLEASE CHECK OFF EACH BOX BELOW TO INDICATE WHETHER YOU ARE ENCLOSING THE DOCUMENT(S) DESCRIBED BY THE LANGUAGE NEXT TO EACH BOX. YOU MAY HAVE DOCUMENTS THAT SATISFY MORE THAN ONE BOX; IF SO A SINGLE COPY OF THE DOCUMENT IS SUFFICIENT.

☐ If you hired a roofer to remove your shingle sample, attach the roofer's invoice for this job (needed to obtain your reimbursement of up to \$50)

☐ Documentation of product identification.

Acceptable documentation, as an alternative to a shingle sample, would include reliable and contemporaneous documentary proof of purchase and installation of the Organic Shingles, such as an invoice from a roofer and evidence of payment; or a prior communication from CertainTeed (e.g., where a prior warranty claim has been made), which confirms that the Shingles on the structure are CertainTeed Organic Shingles. In some cases, photographs of the roof may be sufficient to establish that the Shingles installed on the property are CertainTeed Organic Shingles. Bids are **not** acceptable.

☐ Documentation of date of installation.

Documentation that may show the date of installation would include: a dated invoice for installing the shingles from a roofer; a certificate of occupancy or final building inspection; or a Building Permit. The Building Permit should be available by contacting your local township office. Bids from roofers for shingle installation are not acceptable.

☐ Documentation of quantity of shingles.

Acceptable documentation would be the original receipt showing the date and quantity of materials purchased, or the roofing contractor's invoice at the time of application. Photographs of the building sufficient to establish the size of the roof may be accepted if other documentation is not available.

☐ Documentation of the condition of the shingles. ***Please submit photographs in each category specified below. In general, try to make sure that the photographs are sufficient to establish the condition of the roof and Organic Shingles in sufficient detail and quality to allow the Claims Administrator to evaluate whether and how many of your shingles qualify as Damaged under the settlement agreement, and to determine the nature and extent of any affected areas.***

☐ **a minimum of two** photographs indicating the location from which the sample was removed before and after removal. (for persons who are submitting a shingle sample).

☐ **sufficient** photographs to show the entire structure (front and back) from the ground level, and from a distance sufficient to show the entire structure.

- ☐ a minimum of two photographs of each roof plane showing the plane and the condition of the Shingles. Such photographs should include close-up pictures of the problem.
- ☐ one photograph showing the building number on the building or on a mailbox in front of the building.
- ☐ sufficient photographs to show existing ventilation in the structure (soffit, eave, ridge, box vents, etc.)
- ☐ one or more photographs showing a close-up of the problem

INSPECTION

If the property must be inspected, do you wish to be present for the inspection? _____
Yes No

If yes, please provide convenient times to call to schedule the inspection and the telephone numbers and e-mail addresses that are best to use for scheduling:

Is there a dog(s) on the property? _____
Yes No

Are there locked gates on the property? _____
Yes No

IV. ACKNOWLEDGMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (mandatory):

- ☐ SUBMISSION TO JURISDICTION OF COURT. Claimant agrees to submit to the exclusive jurisdiction of the U. S. District Court for the Eastern District of Pennsylvania for all purposes associated with this Claim.
- ☐ VERIFICATION OF CLAIM AND WARRANTY. Claimant represents and warrants that the information, enclosures, and supporting documentation submitted herewith are true, correct, and accurate. Claimant specifically warrants that Claimant is the rightful and only owner or assignee of the Claim submitted and has not otherwise transferred or encumbered any right or interest in this Claim and/or right or entitlement arising from the Settlement to any person.
- ☐ RELEASE. In consideration of the benefits provided by the Settlement, and subject to various paragraphs contained in the Settlement Agreement, I, on behalf of myself and my agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, fully and finally settle, release and discharge from the Settled Claims (defined below) each and all of the Released Parties defined as CertainTeed Corporation and its former and present parents, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, representatives, accountants, auditors, attorneys, advisors, insurers, investment bankers, heirs, executors, administrators, beneficiaries and the predecessors, successors, heirs and assigns of any of them, and any person or entity in which any of the foregoing has or had a controlling interest or which is or was related to or affiliated with any of the

foregoing. If the CertainTeed Organic Shingles remain on the roof when the structure is sold, I further agree to advise the subsequent Purchaser of the Property of the payment and Release and make such other appropriate disclosure as may be required by applicable local, provincial, and state laws regarding the purchase and sale of the property. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

"Settled Claim" means any claim liability, right, demand, suit, matter, obligation, damage, loss or cost (including the cost of remediation), action or cause of action, of every kind and description that the Releasing Party has or may have, including assigned claims whether known or unknown, asserted or unasserted, latent or patent, which arises out of damage to the Organic Shingles, including without limitation all claims or liability on account of or related to Damage to the Organic Shingles, including but not limited to claims for damage to the roof deck and associated roofing system and/or structure, which were alleged or could have been alleged in the Complaints in the actions consolidated in MDL Docket No. 1817. Without limiting the generality of the foregoing, Settled Claim shall include, with regard to the foregoing subject matter: (1) any claim for breach or violation of any federal or state statute, consumer protection acts, case law, common law, or other law; (2) any claim for breach of any duty imposed by law, by contract, or otherwise; (3) any claim based on strict product liability, failure to warn, negligent failure to warn, negligence, reliance, breach of express or implied warranty, racketeering, fraud, conspiracy, consumer fraud, negligent misrepresentation/omission, or intentional misrepresentation/omission; (4) any claim arising from or in any way related to the design, manufacture, production, labeling, warning, sale, promotion, distribution, assembly, or installation of Organic Shingles, and/or any alleged defects in the Organic Shingles, or any part thereof; and (5) any claim for penalties, punitive damages, exemplary damages, or any claim for damages based upon any multiplication or enhancement of compensatory damages associated with (1) through (4) above.

Settled Claim does not include: (1) any claims for damages to the interior part of a building below the roof deck suffered on account of damage to the Organic Shingles; (2) any claims which do not arise from damage to the Organic Shingles; (3) any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury; and (4) obligations incurred by CertainTeed in settlements it has made with class members prior to the Effective Date of the Settlement Agreement.

V. CERTIFICATION

All the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief.

All samples or photographs I have supplied are typical of the damage to the roof or roof plane for which I seek compensation.

This document is signed under penalties of perjury. By my signature below, I also authorize the Claims Administrator to verify the Claim, including by retaining an Inspector to inspect the Organic Shingles on the Property.

Signature of Owner

Date

ACCURATE CLAIMS PROCESSING TAKES TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please check to make sure you have answered all of the questions on the Standard Claim Form.
2. Please sign the above release and certification.
3. Remember to enclose copies of all required supporting documentation.
4. Keep a copy of the completed Claim Form for your records.
5. If you desire an acknowledgment of receipt of your Claim Form, please use a form of mailing that will provide you with a return receipt.
6. If you move, or if the Settlement Notice was sent to you at an old or incorrect address, please provide us with your new address.
7. If you have any questions concerning this Claim Form, contact the Claims Administrator by calling 1-888-898-4111 or writing: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761.

Shingle Sample Packing Instructions

To insure a proper and timely evaluation of your claim, the manner in which your shingle sample is packaged and shipped to the Claims Administrator is very important. **The applied and complete shingle sample must be shipped flat, (not folded, cut up or rolled).**

To make a shingle box:

- A) Obtain 1 or 2 large cardboard boxes, (commonly available at department or grocery stores), and cut down the sides of the box.
- B) Place the sample in the center and cut away the excess cardboard. "Sandwich" the sample between the two pieces of cardboard. The finished pieces should be around 12 1/2" x 37" (for English size shingles), 14" x 40" (for Metric size shingles) and 18 1/2" x 37" (for oversize shingles)
- C) Include the completed CertainTeed Organic Shingle Class Action Settlement Claim Form, photographs, and other documentation in a separate envelope and place in the package with the shingles.
- D) Tape securely around the entire circumference of the box with duct or packaging tape and place the address label provided on the outside of the box.
- E) We recommend shipping insured USPS (United States Postal Service), UPS (United Parcel Service), FedEx (Federal Express) or another traceable and insured carrier.

EXHIBIT I

LONG FORM NOTICE with ABBREVIATED CLAIM FORM
FOR CLASS MEMBERS TO WHOM CERTAINTEED HAS OFFERED A WARRANTY CLAIM PAYMENT

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NOTICE OF SETTLEMENT

For Qualifying Owners of Property on Which Certain Organic Asphalt Shingles

Manufactured by CertainTeed Corporation Are or Have Been Installed.

You Could Get A Payment From A Class Action Settlement.

A U.S. federal court authorized this notice. It is not from a lawyer. You are not being sued.

- This Settlement resolves a lawsuit over whether or not Organic Roofing Shingles manufactured by the Defendant, CertainTeed Corporation, from July 1, 1987 through 2005 are defective and failed to perform as promised when installed on buildings located in the United States and Canada.
- The Settlement will provide cash payments to qualifying people in the United States and Canada to provide compensation in instances where the Organic Shingles show premature deterioration that is likely caused by a product defect.
- You must file a claim form and fit the definition of an Eligible Claimant in order to receive a cash payment.
- ***If you have Organic Shingles on your roof, your legal rights will be affected whether you act or don't act. Please read this Notice carefully.***

| YOUR LEGAL RIGHTS AND CHOICES | | DUE DATE |
|-------------------------------|--|--|
| EXCLUDE YOURSELF | You get no payment. This is the only choice that will allow you to sue CertainTeed on your own about the claims discussed in this Notice. | [To be set by Court] |
| OBJECT | If you do not exclude yourself, you can write to the Court about why you don't like the Settlement | [To be set by Court] |
| APPEAR AT A HEARING | If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement. | [To be set by Court] |
| SEND IN A CLAIM FORM | If your shingles appear to be damaged prior to the expiration of their warranty period, send in a Claim Form. Deadlines vary according to your individual situation. You will not receive a payment if you do not submit a Claim Form. | See Questions 10, 11, 12, and 14 in this Notice. |
| DO NOTHING | You are bound by the terms of the Settlement and give up your right to sue CertainTeed on these claims later. You will receive no payment if you fail to file a Claim Form by the deadline that applies to you. | |

These rights and options—and the deadlines for each—are explained in this Notice.

The Court in charge of this case has not yet decided whether or not to approve the Settlement. Cash payments

cannot be made until after the Court approves the Settlement and after any possible appeals are resolved.

BASIC INFORMATION

In December 2009, CertainTeed Corporation and representatives of owners of buildings on which certain CertainTeed Organic Shingles had been installed reached a proposed class action settlement. CertainTeed no longer manufactures these shingles; all shingles it has sold after 2005 are fiberglass shingles and are not at issue in this suit. The settlement is intended to resolve disputes between the parties about the performance of the shingles. This proposed class action settlement covers the entire United States and Canada.

1. What shingles are the subject of this law suit?

The shingles that are the subject of this lawsuit (called Organic Shingles throughout this Notice) are organic asphalt shingles manufactured from July 1, 1987 through 2005 under the brand names Hallmark Shingle, Independence Shingle, Horizon Shingle, Custom Sealdon, Custom Sealdon 30, Sealdon 20, Sealdon 25, Hearthstead, Solid Slab, Master Slab, Custom Saf-T-Lok, Saf-T-Lok, and Custom Lok 25. However, not all shingles marketed with these brand names were Organic Shingles. The Horizon, Independence, Hallmark, and Hearthstead brands were marketed in both organic and fiberglass formulations. If your shingles are fiberglass, they are not part of this law suit.

CertainTeed's sales records indicate that over 90% of CertainTeed's Organic Shingles were sold in Iowa, Illinois, Michigan, Minnesota, North Dakota, Nebraska, South Dakota, and Wisconsin. Therefore, if you live in the U.S. but do not live in one of those states, it is less likely that your shingles are the ones addressed in this law suit. There were few Canadian sales, and shingles that were sold in Canada were sold in the Burlington, Kitchener, Thunder Bay, Toronto, Pickering, and Windsor regions of Ontario and in Winnipeg, Manitoba. If you live elsewhere in Canada, it is less likely your shingles are Organic Shingles.

2. Why did I get this Notice package?

The Court directed this Notice package to you because CertainTeed's records suggest that you own or owned a building with Organic Shingles, that you are a member of the proposed class and that, because you previously made a warranty claim to CertainTeed, you may be eligible to submit the Abbreviated Claim Form attached to this Notice.

If you are a member of the proposed class, the proposed Settlement will affect your rights. You have choices to make before the Court decides whether or not to approve the Settlement.

This Notice package explains:

- What a class action lawsuit is.
- What this class action lawsuit is about.
- What your legal rights are.
- What the Settlement involves.
- What the benefits are and who is eligible to get them.
- How to apply for the benefits.

3. How can I tell whether I am eligible to submit the Abbreviated Claim Form attached to this Notice?

You can use the Abbreviated Claim Form instead of the Standard Claim form only if:

- you settled a warranty claim for Organic Shingles with CertainTeed on or after August 1, 2006, OR
- CertainTeed offered you a settlement for your Organic Shingles but you did not accept the offer.

If this is true for you, it means that CertainTeed has already reviewed your documentation and determined that you have Organic Shingles that show evidence of a defect covered under the warranty. You can therefore use the Abbreviated Claim Form attached to this Notice Package. The Claim Form has been shortened so that people who have already submitted much of the information required to process a claim need not do so again.

A separate Notice package with a Standard Claim Form is available if you believe that you have Organic Shingles that have deteriorated and you want to file a claim, but you are not eligible to use the Abbreviated Claim Form. You can get the Standard Claim Form from the website, www.CertainTeedShingleSettlement.com, or by calling the Claims Administrator at 1-888-898-4111.

4. What is a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue one or more Defendants on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members.” One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class.

5. What is this class action about?

The Representative Plaintiffs allege that the Organic Shingles are subject to premature failure and otherwise do not perform in accordance with the reasonable expectations of users. CertainTeed denies these allegations and asserts that the vast majority of the shingles are free of any defect and will last throughout the warranty period. The proposed Settlement is intended to resolve this dispute. The Court has not decided in favor of either the Class or CertainTeed. The Court’s role in the Settlement is to make sure it is a proper settlement that is fair, reasonable, and adequate for all class members.

The Court in charge of this lawsuit is the United States District Court for the Eastern District of Pennsylvania. The name of the lawsuit is *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817. The judge is the Honorable Louis H. Pollak.

6. Why is the class action being settled?

Rather than proceeding to litigate through a jury trial, both sides in the lawsuit have agreed to a Settlement. That way, everyone avoids the cost and risk of a trial, and the members of the Class will be eligible to file a claim form to get compensation greater than the original warranty provided if their shingles are defective.

WHO IS IN THE SETTLEMENT

7. How do I know if I’m part of the Settlement?

To see if you can get money from this Settlement, you first have to know if you are a Class Member. You are a Class Member if:

- As of December 15, 2009, you were the owner of a home or other building in the United States or Canada, on which Organic Shingles were or had been installed
OR
- You owned such a building prior to December 15, 2009, but sold or transferred the building and at the time of the sale or transfer retained the right to make a claim for the shingles pursuant to a valid documented assignment;
OR:
- You have settled a warranty claim with CertainTeed regarding Organic Shingles between August 1, 2006, and the Effective Date of this Agreement.

If you are a Class Member, you only qualify for a payment if you are an Eligible Claimant. Briefly, this means that your shingles are Damaged pursuant to the criteria set forth in the Settlement Agreement AND available evidence shows that the damaged condition was caused by a product defect rather than improper installation or other causes that are not the fault of CertainTeed.

8. Are there exceptions to being included in the Settlement?

You are not a Class Member even if the Organic Shingles covered in the Settlement were installed on your building if:

- You exclude yourself from this Settlement.
- You previously filed a claim concerning your CertainTeed Organic Shingles in any court of law, and the claim was resolved with a final judgment, whether or not that judgment was favorable to you;
- You are or were a builder, developer, contractor, manufacturer, wholesaler, or retailer of real estate or real property (except as to personal residences or commercial property that you own or owned).
- You are a company that owns or is owned by CertainTeed, you are CertainTeed or its successor, or you are an agent of CertainTeed.
- You are the Judge in this lawsuit, or a member of the Judge's immediate family.

THE SETTLEMENT BENEFITS - WHAT YOU GET

9. How does the Settlement work?

This is a claims made settlement. That means that each valid claim will be paid in accordance with the formulas set forth in the Settlement Agreement. The amount paid per claimant is fixed as specified in the Settlement Agreement regardless of how many or how few claims are actually filed. The amount paid per claimant depends upon a number of factors such as (1) whether the claimant originally purchased the shingles; (2) the terms of the warranty; (3) how many damaged shingles are on the roof; (4) how long the shingles have been on the roof; (5) whether the shingles are damaged as defined in the Settlement Agreement; (6) whether the damage was due to a manufacturing defect or was caused by circumstances outside of CertainTeed's control; and (7) whether the claimant has already settled the warranty claim under CertainTeed's standard warranty.

Information about the amounts of payment is supplied in answer to Questions 10 through 12 below. When you read the answers to those questions, keep in mind:

- All the payment formulas use the term “square, ” which simply means 100 square feet of roofing shingles.
- Payments are “prorated” as specified in each payment formula depending on the length of the shingle warranty. “Prorated” means that the payment will be reduced proportionally to account for the years of use you have already received from your shingles. For example, if you were to submit a Claim concerning shingles warranted for 30 years (360 months) exactly 12 years after they were installed, you would have used the Shingles for 144 months, and 216 months would remain on the original warranty. Your payment would be calculated by multiplying the non-prorated compensation amount by 60%, which is the percentage of the warranty that remains (216/360).

The Settlement replaces and supplements benefits you received under the original warranty, although if you have SureStart or SureStart Plus Protection, you may still make a claim under those provisions of your warranty.

In addition, if you participate in the Settlement, you can still file any claims for compensatory damages that you may have for harm to any interior part of your building below the roof deck or any personal injury claims that you believe were caused by premature deterioration of the Organic Shingles. However, you would not be able to file claims for attorneys’ fees, penalties, punitive damages, or any other damages in excess of compensatory damages, which you otherwise could have made in connection with those claims.

Remember, this Notice is only a summary of important features. The Settlement Agreement, available on the website, www.CertainTeedShingleSettlement.com, contains all the details about the Settlement.

10. What if I submitted a warranty claim for Organic Shingles to CertainTeed, but never settled the claim with CertainTeed?

(a) What Claim Form should I use?

If CertainTeed offered you a settlement but you did not accept it, you may use the Abbreviated Claim Form discussed in Question 3 above. If you submitted a warranty claim and CertainTeed did not offer to settle, you must fill out the Standard Claim Form available at www.CertainTeedShingleSettlement.com; your claim will be reconsidered, but you still have to meet all of the criteria in the Settlement, such as whether you have Organic Shingles, whether they are Damaged under the definition in the Settlement Agreement, and whether they are still in their warranty period.

(b) How much will I be paid if I submit the appropriate Claim Form and receive a payment under the settlement?

Eligible Claimants who are covered under CertainTeed’s warranty and who did not previously settle their claims under CertainTeed’s warranty program receive the following compensation:

- if the Claim is postmarked or otherwise received by CertainTeed within 10 years of the installation of the Organic Shingles: US\$40 per square (not pro-rated), **plus** US\$34 per square,

prorated from date of installation to account for the years of actual use compared to the warranty length.

- if the Claim is postmarked or otherwise received by CertainTeed more than 10 years after installation of the Organic Shingles (but prior to the expiration of the applicable warranty period: US\$74 per square, prorated to account for years of actual use compared to warranty length.

- (c) what is the deadline for submission of my Claim Form?

You may submit your Claim Form at any time prior to the expiration of the warranty period.

11. If I have already settled a warranty claim for Organic Shingles with CertainTeed. . .

- (a) may I receive any additional payment under the Settlement?

You can receive a payment if you settled your warranty claim on or after August 1, 2006. If you settled a warranty claim for Organic Shingles prior to August 1, 2006, you have no claim under this Settlement Agreement.

- (b) how much will I be paid?

You will receive 20% of the difference between the amount you received on the warranty claim and any greater amount that you would have received had you been a claimant under the Settlement Agreement. See response to Question 10 above to find out how much you would have received as a claimant under the settlement had you not elected to accept CertainTeed's offer on the warranty. The reason for the 20% figure is that you elected to receive the benefit of the standard CertainTeed warranty payment much sooner than claimants who elected to await the outcome of the litigation, without having to wait through the uncertainties of the litigation process to receive your money.

- (c) what is the deadline for submission of my Abbreviated Claim Form?

You must file an Abbreviated Claim Form within 12 months of the Settlement Effective Date. The Settlement Effective Date will be 30 days from the Court's Order giving final approval to the Settlement if there are no appeals, but if there are appeals the date will be later. When the date becomes known, it will be posted on the website.

12. What if I was never offered a settlement on my Organic Shingles by CertainTeed, but:

- (a) I am covered by the CertainTeed Warranty OR
- (b) I bought the building with the Organic Shingles already installed OR
- (c) I sold or transferred a building with Organic Shingles, but at that time I retained the right to make a claim for the shingles with a valid documented assignment?

If one of the above is true, you may be a Class Member eligible for a payment, but you cannot use the

Abbreviated Claim Form. People described in (b) and (c) above may receive payment according to a different formula from that described in Question 10. For further information and to obtain the Standard Claim form, use the contact information listed below.

13. What happens if the Settlement is not approved by the Court?

If the Settlement is not approved at the Final Approval Hearing, then the Settlement will terminate and all Class members and Parties will be restored to the positions in which they were before the Settlement Agreement was signed.

HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

14. How can I get a payment?

To qualify for a payment, you must fill out the appropriate Claim Form demonstrating the damage to your shingles, and attach all of the documentation it requests. Use the Abbreviated Claim Form attached to this Notice if you are eligible to use it (see Question 3 above). Otherwise, use the Standard Claim Form. You can obtain a copy of either Claim Form by:

- calling this toll-free number: 1-888- 898-4111
- visiting the website, www.CertainTeedShingleSettlement.com, or
- writing to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761.

15. When will I get my payment?

On _____, ___, 20 ___, the Court will hold a hearing to decide whether or not to approve the Settlement. If the Court approves the Settlement, CertainTeed will begin reviewing each Claim Form submitted. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals of the Court's order approving the Settlement, and payments can't be made unless appeals are finished and the Court's Order is upheld. Because of this, there could be a delay before the first claims are reviewed and paid. The claims will generally be reviewed and paid on a first-come, first-served basis.

16. What if CertainTeed denies my claim?

If you believe CertainTeed wrongly denied your claim, you can appeal to an Independent Claims Administrator.

YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT

17. What if I don't want to be part of the Settlement or the Class?

You do not have to take part in the Settlement or be a Member of the Class. You can do what is called "excluding" yourself or "opting out." If you exclude yourself, you cannot get a payment and you cannot object to the Settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit about the shingles that you may have.

18. How do I exclude myself from the Settlement?

To exclude yourself, you must send written notice of your decision to request exclusion via first class mail to Class Counsel at any ONE of the following addresses:

AUDET & PARTNERS, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

CUNEO GILBERT & LADUCA, LLP
Charles LaDuca, Esquire
317 Massachusetts Avenue, N.E., Suite 300
Washington, DC 20002

OR

LOCKRIDGE GRINDAL NAUEN P.L.L.P
Robert K. Shelquist, Esquire
Suite 2200
100 Washington Avenue South
Minneapolis, Minnesota 55401

Your request for exclusion should include the caption of this case, *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817, and must:

- be signed by you *and* your attorney, if you have one;
- state the address of the property or properties that you wish to exclude from the Settlement;
- specify the number of units of residential property or other structures at each address that you believe may contain Organic Shingles.

Deadline for Exclusion: Your request for exclusion from the Settlement must be postmarked or personally delivered by _____.

If you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU PROPERLY FILE A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION ON MATTERS RESOLVED IN THIS SETTLEMENT.

THIS IS TRUE:

- even if you have objected to the settlement
- even if you are actively litigating a pending lawsuit regarding the shingles
- even if you sent in an exclusion request but sent it to an incorrect location

19. If I exclude myself, can I get money from the Settlement or tell the Court that I don't think the Settlement is fair?

No. If you exclude yourself, you cannot get any money from the Settlement, and you cannot tell the Court that you don't like the Settlement (which is called "objecting"). If you exclude yourself, you are no longer part of the Class or the Settlement. But you can sue or be part of a different lawsuit against CertainTeed about the claims in this case.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you're a Class Member and don't exclude yourself, you can object to the Settlement. This means you can tell the Court you don't like the Settlement or some part of it. For example, you can say you don't think the Settlement is fair or adequate or that you object to the amount of the attorneys' fees, costs, or expenses. The Court will consider your views but may approve the Settlement anyway.

To object, you or your lawyer must prepare a letter that contains all of the following:

- The name and title of the lawsuit, *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation, MDL Docket No. 1817*.
- A written statement of objections clearly specifying the grounds or reasons for each objection.
- A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Final Approval Hearing.

Your objection letter must be sent to the Court, Class Counsel, and CertainTeed at the addresses below, and postmarked or received **no later than** ____.

The Court: Clerk of the Court
United States District Court for the Eastern District of Pennsylvania
Byrne Federal Courthouse
601 Market Street
Philadelphia, PA 19106-1797.

Class Counsel: AUDET & PARTNERS, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

CUNEO GILBERT & LADUCA, LLP
Charles LaDuca, Esquire

317 Massachusetts Avenue, N.E., Suite 300
Washington, DC 20002

OR

LOCKRIDGE GRINDAL NAUEN P.L.L.P
Robert K. Shelquist, Esquire
Suite 2200
100 Washington Avenue South
Minneapolis, Minnesota 55401

CertainTeed Corporation: Lawrence T. Hoyle, Jr.
Hoyle, Fickler, Herschel & Mathes LLP
Suite 1500, One South Broad Street
Philadelphia, PA 19107

21. What's the difference between objecting and excluding myself?

Objecting is the way to tell the Court what you don't like about the Settlement. You can object only if you stay in the Class and the Settlement.

Excluding yourself is the way to tell the Court that you don't want to be a part of the Class and the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself, you can't object because the Settlement doesn't affect you any more.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you have Organic Shingles on your building, all decisions made by the Court in this lawsuit or about the Settlement will apply to you. If the Court approves the Settlement, you will have released CertainTeed from any further claims against it about the issues settled in this lawsuit, and you can't ever sue CertainTeed again about these issues. This is true even if you do not send in a Claim Form for a payment.

However, you will retain the right to make a claim under the Settlement Agreement until your warranty expires, which may be as long as 25 years from now.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this lawsuit?

The Court has designated the following lawyers to represent you and all Class Members. Together, these lawyers are called Lead Class Counsel. *You will not be charged for these lawyers.* The names and addresses of Lead Class Counsel are as follows:

Charles J. LaDuca

Cuneo Gilbert & LaDuca, LLP
507 C Street, NE
Washington, DC 20002

Michael McShane
Audet and Partners LLP
221 Main Street
Suite 1460
San Francisco, CA 94105

Robert K. Shelquist
Lockridge, Grindal Nauen, P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401

Liaison Counsel for the Class is::

Arnold Levin
Charles E. Schaffer
Levin, Fishbein, Sedran & Berman, P.C.
510 Walnut Street, Suite 600
Philadelphia, PA 19103

24. How will the lawyers be paid?

The lawyers who represent the Class will ask the Court for reimbursement of their out of pocket expenses and an award of attorneys' fees based on their work in this litigation. The amount of attorneys' fees to be awarded will be determined solely by the Court. The amount of the award will in large part be based on the amount of time spent by the lawyers litigating this case since early 2006. The amount of expenses and fees awarded by the Court will not decrease or in any manner limit the amount of money class members will receive under the Settlement. A Motion for attorneys' fees, expenses, and costs shall be submitted to the Court no later than _____, 2010. The Court must approve any requests for fees, expenses, and costs.

25. Will the Class Representatives who have worked with the lawyers receive any extra payment?

Yes. To compensate them for work in this litigation, each Named Plaintiff in each of the actions covered by the Settlement (including cases consolidated in Multi-District Litigation, a roofing shingle action brought in Pennsylvania, and an action brought in Canada) will be paid an incentive payment provided the shingles that were the subject of their complaint were Organic Shingles. If the class representative was deposed, he or she will receive an incentive payment of US\$10,000; if he or she was not deposed, the incentive payment will be US\$5,000. CertainTeed will not be required to make more than one such incentive payment to any individual regardless of the number of his or her properties subject to this Settlement.

THE COURT'S FINAL APPROVAL HEARING

26. When and where will the Court decide whether or not to approve the Settlement?

EXHIBIT I

The District Court will hold a Final Approval Hearing at 10:00 a.m. on _____, 2010. At this hearing, the Court will consider whether or not the Settlement is fair and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the Settlement.

The Hearing will be held at: United States District Court for the Eastern District of Pennsylvania, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.

27. Do I have to come to the Hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

28. Can I have my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Notice of Appearance and any written objections you may have are postmarked or received by the Court, CertainTeed, and Class Counsel by _____. If you do this, however, the cost of having your lawyer appear will be at your own expense.

GETTING MORE INFORMATION

29. Are more details about the Settlement and my rights under the Settlement available?

This Notice summarizes the Settlement and your rights under the Settlement. It cannot tell you every right to which you may be entitled. To obtain further information or advice about your legal rights, you may contact Class Counsel or consult a lawyer at your own expense.

More details about the terms of the settlement are set forth in the Settlement Agreement. If you have questions or want to know more about the settlement, you can call the Claims Administrator toll-free at 1-888-898-4111 or write to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761. You can also check the website, www.CertainTeedShingleSettlement.com. The website has a copy of the complete Settlement Agreement and other important documents and will be maintained to provide answers to frequently asked questions.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.

EXHIBIT C

CERTAINTED ROOFING SHINGLE
CLASS ACTION SETTLEMENT
ABBREVIATED CLAIM FORM

INSTRUCTIONS

1. You are eligible to submit this Abbreviated Claim Form **only if** you have already submitted a warranty claim to CertainTeed for your CertainTeed Organic Shingles ("Organic Shingles") **and** CertainTeed has offered you a warranty claim payment. **Note:** You may submit this Abbreviated Claim Form whether you accepted CertainTeed's warranty claim payment or not.
2. If CertainTeed has not offered you a warranty claim payment and your Organic Shingles have deteriorated you must submit the Standard Claim Form. You get the Standard Claim Form at www.CertainTeedShingleSettlement.com, or by calling CertainTeed at 1-888-898-4111.
3. *All* questions on this Abbreviated Claim Form *must* be answered. Please type or print your responses in ink. Additional information will be requested if this form is incomplete or otherwise insufficient to process your claim. You must respond to any request for additional information; if you fail to respond, your claim may not be processed, and you will forfeit important rights.
5. The **due date** for this Abbreviated Claim Form is 12 months after the Effective Date of the Settlement. Abbreviated Claim forms postmarked (or if not mailed, received) after this due date cannot be processed under the terms of the Settlement. To find out more information about the Effective Date of the Settlement, see the attached Notice, or go to www.CertainTeedShingleSettlement.com, or call the CertainTeed Claims Administrator at 1-888-898-4111.
6. Mail the completed Abbreviated Claim Form to:
CertainTeed Organic Claims Settlement Administrator
1400 Union Meeting Road
Blue Bell, PA 19422-0761
7. No acknowledgement will be made of the receipt of a Claim Form. If you wish to be assured that your Claim Form and documentation was delivered, please use a shipping method that provides delivery certification. You should be aware that it will take time to process fully all of the claims and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and evaluate each Claim Form. Please notify the Claims Administrator of any change of address.
8. If you have questions regarding this Abbreviated Claim Form or recovery under

the Settlement, you can check the website (www.CertainTeedShingleSettlement.com) or call the Claims Administrator at 1-888- 898-4111. Your questions will be answered at no cost to you.

I. CLAIMANT INFORMATION

CLAIM NUMBER _____

I. CLAIMANT INFORMATION

Name: _____

Current Address: _____
Street Address *Apt. Number*

City *State* *Zip Code*

Telephone: (____) _____ (____) _____ (____) _____
Daytime *Evening* *Cellular*

Fax: (____) _____ Email: _____

If Claimant is other than an individual, state the name and capacity of the person completing this form
(Officer, Partner, etc): _____

II. CLAIM INFORMATION

When did you submit a warranty claim to CertainTeed regarding your Organic Shingles? _____
Month / Year

Provide your CertainTeed Warranty Claim Number: _____

Have you signed a release with CertainTeed regarding your original warranty claim? _____
Yes *No*

III. PROPERTY WHERE ORGANIC SHINGLES ARE OR WERE INSTALLED

(Please Fill Out a Separate Copy of This Section For Each Property)

PROPERTY ADDRESS AND ZIP CODE/POSTAL CODE (Do Not Use A Post Office Box)

Street Address *Apt. Number*

City *State* *Zip Code*

IV. ACKNOWLEDGMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (mandatory):

☐ SUBMISSION TO JURISDICTION OF COURT. Claimant agrees to submit to the exclusive jurisdiction of the U. S. District Court for the Eastern District of Pennsylvania for all purposes associated with this Claim.

☐ VERIFICATION OF CLAIM AND WARRANTY. Claimant represents and warrants that the information contained herein is true, correct, and accurate. Claimant specifically warrants that Claimant is the rightful and only owner or assignee of the Claim submitted and has not otherwise transferred or encumbered any right or interest in this Claim and/or right or entitlement arising from the Settlement to any person.

☐ RELEASE. In consideration of the benefits provided by the Settlement, and subject to various paragraphs contained in the Settlement Agreement, I, on behalf of myself and my agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, fully and finally settle, release and discharge from the Settled Claims (defined below) each and all of the Released Parties defined as CertainTeed Corporation and its former and present parents, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, representatives, accountants, auditors, attorneys, advisors, insurers, investment bankers, heirs, executors, administrators, beneficiaries and the predecessors, successors, heirs and assigns of any of them, and any person or entity in which any of the foregoing has or had a controlling interest or which is or was related to or affiliated with any of the foregoing. If the CertainTeed Organic Shingles remain on the roof when the structure is sold, I further agree to advise the subsequent Purchaser of the Property of the payment and Release and make such other appropriate disclosure as may be required by applicable local, provincial, and state laws regarding the purchase and sale of the property.. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

“Settled Claim” means any claim liability, right, demand, suit, matter, obligation, damage, loss or cost (including the cost of remediation), action or cause of action, of every kind and description that the Releasing Party has or may have, including assigned claims whether known or unknown, asserted or unasserted, latent or patent, which arises out of damage to the Organic Shingles, including without limitation all claims or liability on account of or related to damage to the Organic Shingles, including but not limited to claims for damage to the roof deck and associated roofing system and/or structure, which were alleged or could have been alleged in the Complaints in the actions consolidated in MDL Docket No. 1817. Without limiting the generality of the foregoing, Settled Claim shall include, with regard to the foregoing subject matter: (1) any claim for breach or violation of any federal or state statute, consumer protection acts, case law, common law, or other law; (2) any claim for breach of any duty imposed by law, by contract, or otherwise; (3) any claim based on strict product liability, failure to warn, negligent failure to warn, negligence, reliance, breach of express or implied warranty, racketeering, fraud, conspiracy, consumer fraud, negligent misrepresentation/omission, or intentional misrepresentation/omission; (4) any claim arising from or in any way related to the design, manufacture, production, labeling, warning, sale, promotion, distribution, assembly, or installation of Organic Shingles, and/or any alleged defects in the Organic Shingles, or any part thereof; and (5) any claim for penalties, punitive damages, exemplary damages, or any claim for damages based upon any multiplication or enhancement of compensatory damages associated with (1) through (4) above.

Settled Claim does not include: (1) any claims for damages to the interior part of a building below the roof deck suffered on account of damage to the Organic Shingles; (2) any claims which do not arise from damage to the Organic Shingles; (3) any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury; and (4) obligations incurred by CertainTeed in settlements it has made with class members prior to the Effective Date of the Settlement Agreement.

V. CERTIFICATION

All the information that I supplied in this Abbreviated Claim Form is true and correct to the best of my knowledge and belief.

This document is signed under penalties of perjury.

If more than one owner, Claim Form must be signed by all owners.

Signature of Owner

Date

ACCURATE CLAIMS PROCESSING TAKES TIME.

THANK YOU FOR YOUR PATIENCE.

EXHIBIT E

NOTICE OF SETTLEMENT**For Qualifying Owners of Property on Which Certain Organic Asphalt Shingles Manufactured by CertainTeed Corporation Are Or Have Been Installed**

What Is The Litigation About? In this lawsuit, *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817, filed in the United States District Court for the Eastern District of Pennsylvania, the Representative Plaintiffs (representatives of owners of buildings on which certain CertainTeed Organic Shingles had been installed) alleged that the CertainTeed Organic Shingles are subject to premature failure and otherwise do not perform in accordance with the reasonable expectations of users. CertainTeed Corporation denies these allegations and asserts that the vast majority of the shingles are free of any defect and will last throughout the warranty period. In December 2009, CertainTeed and the Representative Plaintiffs reached a proposed class action settlement to resolve this dispute. Further information about this lawsuit and related Settlement is available in the Standard Long Form Notice, Settlement Agreement, and other documents located on the Settlement Website.

What Shingles Are The Subject Of This Lawsuit? The shingles that are the subject of this lawsuit (called CertainTeed Organic Shingles throughout this Notice) are organic asphalt shingles manufactured from July 1, 1987 through 2005 under the brand names Hallmark Shingle, Independence Shingle, Horizon Shingle, Custom Sealdon, Custom Sealdon 30, Sealdon 20, Sealdon 25, Hearthstead, Solid Slab, Master Slab, Custom Saf-T-Lok, Saf-T-Lok, and Custom Lok 25. However, not all shingles marketed with these brand names were CertainTeed Organic Shingles. The Horizon, Independence, Hallmark, and Hearthstead brands were marketed in both organic and fiberglass formulations. CertainTeed no longer manufactures these CertainTeed Organic Shingles; all shingles sold after 2005 are fiberglass shingles and are not part of this Settlement. [Notices Published in Trade Journals will include following sentence: Although the settlement covers potential class members throughout the U.S. and Canada, the organic shingles in question were sold primarily in the upper Midwestern states and in the Canadian provinces north of those states.] To find out if your shingles are CertainTeed Organic Shingles and for more information about whether you are eligible to file a claim, access the "Claim Eligibility" tab on the website shown at the end of this Notice, or call CertainTeed at 1-888-898-4111.

Who Is Involved? To receive a payment from this Settlement, you must be a Class Member. You are a Class Member if:

- As of December 15, 2009, you were the owner of a home or other building in the United States or Canada, on which CertainTeed Organic Shingles were or had been installed; OR
- You owned such a building prior to December 15, 2009, but sold or transferred the building and at the time of the sale or transfer retained the right to make a claim for the shingles pursuant to a valid documented assignment; OR
- You settled a warranty claim with CertainTeed regarding CertainTeed Organic Shingles between August 1, 2006, and the Effective Date of this Agreement. If you previously filed a claim concerning your CertainTeed Organic Shingles in any court of law, and the claim was resolved with a final judgment, you are bound by that resolution whether or not that judgment was favorable to you; you do not qualify for any additional payment under the Settlement.

As a Class Member, you qualify for a payment only if you are an Eligible Claimant. This means that your shingles are damaged pursuant to the criteria set forth in the Settlement Agreement AND evidence shows that the damaged condition was caused by a product defect rather than improper installation or other causes that are not the fault of CertainTeed.

What Are The Settlement Terms? In summary, this Settlement provides enhanced compensation for the removal and replacement of Organic Shingles during the warranty period. Each valid claim will be paid in accordance with the formulas set forth in the Settlement Agreement. The amount paid per claimant depends upon a number of factors such as (1) whether the claimant originally purchased the shingles; (2) the terms of the warranty; (3) how many damaged shingles are on the roof; (4) how long the shingles have been on the roof; (5) whether the shingles are damaged as defined in the Settlement Agreement; (6) whether the damage was due to a manufacturing defect or was caused by circumstances outside of CertainTeed's control; and (7) whether the claimant has already settled the warranty claim under CertainTeed's standard warranty. The amount paid per claimant is fixed as specified in the Settlement Agreement regardless of how many or how few claims are actually filed.

The attorneys will petition the Court for attorneys' fees plus reasonable expenses and costs. The amount of these fees and costs will not affect the payments to the Settlement Class set forth in the Settlement Agreement. The Motion for attorneys' fees, expenses and costs will be submitted to the Court no later than _____, 2010.

If I'm A Member Of The Class, What Are My Legal Rights?

EXCLUDE YOURSELF. If you exclude yourself, you will get no payment, but you will be free to sue CertainTeed on your own about the claims discussed in this Notice. For instructions on excluding yourself from the Settlement, see the Standard Long Form Notice. The deadline for excluding yourself is _____, 2010.

OBJECT. If you do not wish to exclude yourself from the Settlement but you think some aspects of the proposed settlement are unfair, you can write to the Court about why you don't like the Settlement. For instructions on objecting to the Settlement, see the Standard Long Form Notice. The deadline for objecting to the Settlement is _____, 2010.

APPEAR AT A HEARING. If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement. The Court will hold a Final Approval Hearing to decide if the proposed Settlement is fair, reasonable and adequate on _____, 2010. The Hearing will be held at _____ at the United States District Court for the Eastern District of Pennsylvania, Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797. For instructions on appearing at the Fairness Hearing, see the Standard Long Form Notice. The deadline for filing paperwork that will allow you to appear at the hearing yourself or through counsel is _____, 2010.

SEND IN A CLAIM FORM. If your shingles appear to be damaged prior to the expiration of their warranty period, send in a Claim Form. There are two Claim Forms: a Standard Claim Form and an Abbreviated Claim Form that can only be used by qualifying people who have already been offered a warranty settlement by CertainTeed for their CertainTeed Organic Shingles. Deadlines for filing the appropriate Claim Form vary according to your individual situation. For information regarding the Claim Form deadline that applies to you, see the Standard Long Form Notice. You will not receive a payment if you do not submit a Claim Form.

DO NOTHING. If you do nothing, you will be bound by the terms of the Settlement and give up your right to sue CertainTeed on these claims later. You will receive no payment if you fail to file a Claim Form by the deadline that applies to you as set forth in the Standard Long Form Notice.

How Do You Receive A Payment? In order to receive a payment, you must timely submit a Claim Form. The due dates for filing a claim form can range from 90 days to 25 years from the Settlement Effective Date depending on your individual situation. To determine the due date for your claim form, use the Settlement Website or the other contact information below.

For More Information On Your Rights Under The Proposed Settlement, Including Access To The Settlement Agreement, Long Form Notices, And Standard And Abbreviated Claim Forms, visit www.CertainTeedShingleSettlement.com; call 1-888-898-4111; or write to CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761. PLEASE DO NOT CALL THE COURT.

EXHIBIT F

CERTAINTEED ROOFING SHINGLE LITIGATION SETTLEMENT

TELEVISION SCRIPT

A settlement has been reached in a class action lawsuit in which the plaintiffs allege that certain shingles manufactured by CertainTeed are subject to premature failure. Although CertainTeed asserts that the vast majority of the shingles are free of any defect and will last throughout the warranty period, the Parties have entered into the Settlement Agreement to resolve this dispute without the additional costs and risks of prolonged litigation.

The shingles covered by the Settlement Agreement are *only* organic asphalt shingles manufactured by CertainTeed from July 1, 1987 through 2005 [LIST SHINGLE BRAND NAMES-- HALLMARK SHANGLE, INDEPENDENCE SHANGLE, HORIZON SHANGLE, CUSTOM SEALDON, CUSTOM SEALDON 30, SEALDON 20, SEALDON 25, HEARTHSTEAD, SOLID SLAB, MASTER SLAB, CUSTOM SAF-T-LOK, SAF-T-LOK, AND CUSTOM LOK 25-- ON TV SCREEN]. After 2005, CertainTeed no longer manufactured or sold these organic shingles covered by this Settlement. [For advertisements on national or Canadian stations, include following sentence:] Although the settlement covers potential class members throughout the U.S. and Canada, the organic shingles in question were sold primarily in the upper Midwestern states and in the Canadian provinces north of those states.

The Settlement provides compensation for removal and replacement of organic shingles during the time periods for which the shingles were under warranty. Claim payments will vary depending on a number of factors identified in the Settlement Agreement.

Your rights may be affected by this settlement. If you are a class member, you must decide whether to stay in the class and obtain the settlement benefits or exclude yourself from the settlement altogether.

If you choose to stay in the class you do not have to do anything at this time, although if you want a payment from the settlement must file a claim form by the deadline that applies to your particular situation. The claim filing deadline ranges from 90 days to 25 years after the effective date of the Settlement.

If you choose to exclude yourself from the settlement, meaning you will not be bound by the terms of the Settlement Agreement, you must do so in writing by _____, 2010.

The Court will hold a Fairness Hearing to consider whether to approve the settlement on _____, 2010 at _____ a.m. in Philadelphia, Pennsylvania before Federal District Judge Louis Pollak. If you do not opt out of the settlement, and you wish to object to the Settlement, you must send notice of your desire to appear by _____, 2010.

This is only a summary of some of the terms of the Settlement. You can obtain additional information about the settlement and the filing deadlines by checking the website at www.CertainTeedShingleSettlement.com; by calling 1-888- 898-4111, or by writing to the CertainTeed Shingle Settlement Claims Administrator at 1400 Union Meeting Road, Blue Bell, PA 19422-0761.

EXHIBIT G

CertainTeed Class Action

Have CertainTeed Organic Shingles?

Lawsuit settlement may affect you.

CertainTeedShingleSettlement.com

EXHIBIT J

For immediate release:

**CertainTeed Corporation Settles Class Action Lawsuit
Regarding Organic Roofing Shingles**

(February 8, 2010 -- Valley Forge, Pa.) –CertainTeed Corporation and Counsel for the Plaintiffs in *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817 (E.D. Pa), announced today that they have entered into an agreement to settle a class action alleging that organic asphalt shingles manufactured by CertainTeed from July 1, 1987 through 2005 are subject to premature failure and otherwise do not perform in accordance with the reasonable expectations of users. CertainTeed denies these allegations and asserts that the vast majority of the shingles are free of any defect and will last throughout the warranty period. The parties have agreed to the settlement to avoid the expense, inconvenience, and distraction of further protracted litigation and to fully resolve this matter.

Organic shingles were made with a felt reinforcement material, as contrasted with the fiberglass reinforced material used in CertainTeed shingles today. The settlement relates to organic shingles under the brand names Hallmark Shingle, Independence Shingle, Horizon Shingle, Custom Sealdon, Custom Sealdon 30, Sealdon 20, Sealdon 25, Hearthstead, Solid Slab, Master Slab, Custom Saf-T-Lok/Saf-T-Lok and the Custom Lok 25. The Horizon, Independence, Hallmark, and Hearthstead brands were marketed in both organic and fiberglass formulations, but only organic shingles, which CertainTeed no longer manufactures, are covered by the Settlement Agreement. Although the settlement covers potential class members throughout the U.S. and Canada, the organic shingles in question were sold primarily in the upper Midwestern states and in the Canadian provinces north of those states.

EXHIBIT J

Page 1 of 3

The settlement agreement provides enhanced compensation for the removal and replacement of organic shingles during the warranty period. The amount paid per claimant depends upon a number of factors such as (1) whether the claimant originally purchased the shingles; (2) the terms of the warranty; (3) how many damaged shingles are on the roof; (4) how long the shingles have been on the roof; (5) whether the shingles are damaged as defined in the Settlement Agreement; (6) whether the damage was due to a manufacturing defect or was caused by circumstances outside of CertainTeed's control; and (7) whether the claimant has already settled the warranty claim under CertainTeed's standard warranty. The amount paid per claimant is fixed as specified in the Settlement Agreement and will not be affected by the number of people who file claims under the settlement.

Potential class members have legal rights under the settlement. For example, class members must decide whether to stay in the class and obtain the settlement's benefits. If they do not want to participate, they must opt out by _____. If they do not opt out, they will be automatically bound by the terms of the settlement. If they want to stay in the class, they need do nothing at this time, although class members who want a distribution from the settlement must file a claim form by the deadline that applies to their particular situation. The deadline for filing claims ranges from 90 days to 25 years, depending on the individual circumstances of the claim.

Because this is a class action settlement, the agreement must be approved by a judge – in this case, by United States District Court Judge Louis H. Pollak. A hearing will be held on _____ in Philadelphia, Pennsylvania concerning approval of the settlement.

People who own or owned buildings with CertainTeed organic shingles and believe they may qualify for a payment under this settlement can obtain additional information about the

settlement by checking the website at www.CertainTeedShingleSettlement.com; by calling 1-888- 898-4111, or by writing to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761.

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EXHIBIT J

Page 3 of 3